

1. Revision (Being changes)

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Company: CB Richard Ellis	Pages: 4, including cover page
Fax: (310) 516-2310	Date: 03/07/00
Phone: (310) 516-2344	CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

● Subject / Comments:

Re: Amendment Number Two to Lease with First Industrial
Attached are the comments from Boeing's legal counsel.

If copy received incomplete or illegible,
please contact Molly San Chéz at 562.627.3074

LEASE AMENDMENT NUMBER ~~ONE~~ TWO

This Lease Amendment dated February 8, 2000 for reference purposes only, is to that certain Lease dated January 1, 1997 by and between Metropolitan Life Insurance Company, a New York corporation, as Landlord, and McDonnell Douglas Corporation, a Maryland corporation, as Tenant, for the Premises located at 21000 Normandie, Torrance, California, 90502.

RECITALS

- need to note First Amendment
- A. On January 1, 1997, Metropolitan Life Insurance Company, a New York corporation, as Landlord, and McDonnell Douglas Corporation, a Maryland corporation, as Tenant, entered into a written lease (the "Lease") for the industrial space (the "Premises") in that certain building commonly known as 21000 Normandie, Torrance, California, 90502.
- B. Pursuant to paragraph 47 of the Lease, Tenant has exercised its Option To Extend. Landlord and Tenant desire to extend the term of the lease for a period of thirty-six (36) months beginning July 1, 2000 through, and including, June 30, 2003.
- C. The title of ownership for the Premises has been transferred to Carlyle/FR South Bay, LLC. Therefore, Carlyle/FR South Bay, LLC is now the Landlord and has all the rights and privileges associated with ownership of the Premises.
- D. The Boeing Company has succeeded to all of the right, title and interest of McDonnell Douglas Corporation, a Maryland corporation under the Lease. Therefore, The Boeing Company is now the Tenant.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE:

1. BASIC ANNUAL RENT:

The Basic Annual Rent shall increase to \$621,195 (4.68 per rentable square foot per year) (i.e. \$51,766.25 per month) beginning July 1, 2000.

2. INITIAL MONTHLY RENTAL INSTALLMENTS:

\$51,766.25 (\$.39 per rentable square foot).

3. RENT ADJUSTMENT DATE:

The Basic Annual Rent shall increase beginning January 1, 2002. The Basic Annual Rent increase shall be based upon the C.P.I. with a 3% minimum and a 6% maximum, per annum.

which
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4. TERM OF LEASE: Three (3) years.
5. COMMENCEMENT DATE: July 1, 2000.
6. EXPIRATION DATE: June 30, 2003.
7. LEASEHOLD IMPROVEMENTS:

Landlord, at Landlord's sole cost and expense, shall complete the following improvements to the Premises:

- A. Paint exterior walls of the concrete tilt-up office area.
- B. Redirect the water flow at the north east corner of the most northerly building at the Premises per Exhibit "A".

8. (See next page for insert)

Except as provided herein, all of the terms and conditions of the Lease are ratified and shall remain in full force and effect.

This Lease Amendment is executed as of the ____ Th day of _____, 2000.

TENANT: THE BOEING COMPANY

By: _____ Date _____

LESSOR: CARLYLE/FR SOUTH BAY, LLC, A DELAWARE LIMITED LIABILITY CO.

By: FR California Fund, LLC, a Delaware Limited Liability Co. Date _____
And its Managing Member

By: First Industrial, LP, a Delaware Limited Partnership Date _____
And its Sole Member

By: First Industrial Realty Trust, Inc., a Maryland Corporation Date _____
And its Sole General Partner

Add the following as a separate numbered paragraph in the amendment:

Landlord acknowledges that the storm and surface water drainage system for the property adjoining the Premises on the North, known as _____, which adjoining property is also owned by Landlord as of the date of this Amendment, is designed to release surface water onto the real estate on which the Premises are located (the "Property"), from which it flows across the Premises to Normandie Street. Landlord further acknowledges that Tenant has advised Landlord that such surface water flow contains contaminants regulated under applicable law related to the protection of the environment. Landlord agrees that Tenant shall have no liability to Landlord, pursuant to the Lease or otherwise, arising out of or in any way connected with such releases of storm and/or surface water. In addition, Landlord shall indemnify, defend and hold harmless Tenant, its subsidiaries, and their respective officers, directors, employees, agents, invitees, contractors, successors and assigns from and against any and all claims of liability asserted against Tenant by a third party including without limitation any agency or instrumentality of the federal, state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property or cleanup activities to the extent required by applicable law (remedial or removal), arising out of or relating to the release or threat of release of any Hazardous Substance existing at or emanating from the Premises or related in any way to said drainage system, except to the extent directly, actively, and proximately caused by Tenant, its agents, employees, invitees and contractors on the Premises during the term of the Lease.

EXHIBIT "A"

